BILL NO. S-83-05-22 1 SPECIAL ORDINANCE NO. S-104-83 2 AN ORDINANCE approving a contract 3 by the City of Fort Wayne by and through its Board of Public Works 4 and Yoder & Yoder Concrete Contractors, for Resolution No. 5966-83, HANNA-CREIGHTON VII, Curb and Sidewalk Improvement. NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF 7 THE CITY OF FORT WAYNE, INDIANA: 8 The annexed Contract, made a part hereof, 9 SECTION 1. by the City of Fort Wayne by and through its Board of Public 10 Works and Yoder & Yoder Concrete Contractors, for Res. No. 5966-83, 11 HANNA-CREIGHTON VII, Curb & Sidewalk Improvement, is hereby rati-12 fied and affirmed and approved in all respects. The work under 13 said Contract requires: 14 improvements of curbs & sidewalks where 15 needed within the limits of the following streets: 16 HANNA-CREIGHTON VII (1): BOWSER: From Creighton to Pontiac; HOLTON: From 17 Creighton to Pontiac: ALTERNATE I - WOODBINE - From Bowser to 18 Holton; ALTERNATE II - REED - From Pontiac to 19 Creighton; OXFORD VIII (1): BOWSER - From Pontiac 20 to McKee; HOLTON - From Pontiac to McKee; OLIVER - From Pontiac to McKee; 21 ALTERNATE III - COLERICK - From Gay to Smith; 22 the Contract price is One Hundred Fifty-Four Thousand Two Hundred 23 Sixty-One and 40/100 Dollars (\$154,261.40). 24 SECTION 2. Prior approval was received from Council 25 with respect to this Contract on March 21, 1983. Two (2) copies 26 of the Contract attached hereto are on file with the City Clerk, 27 and are available for public inspection. 28 SECTION 3. That this Ordinance shall be in full force 29 and effect from and after its passage and any and all necessary 30 approval by the Mayor. 31 32 APPROVED AS TO FORM 33 AND LEGALITY 34

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Read the f seconded by by title and re- Plan Commission due legal notice Indiana, on	ferred to the for recommen	, and e Committee ndation) and uncil Chambe	Public Hearingers, City-Count	g to be hely Building	(and the City Ld after Fort Wayne, day of
DATE:	5-24-8	, 19, a	Lands	o'clock_	ennedy CITY CZERK
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(APPROPRIATION)	ORDINANCE	(RESOLU	NO	) -/0 (	02
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			Sandra	, f. Len	city CLERK
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19 83, at the	hour of	<u>a</u> o'c	clockM	.,E.S.T.	
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CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING 5-24-83
RATIFICATION 6-14-83

## CONTRACT

23-23-13 4/27/83

and between	- YODER & YODER CONCRETE CONTRACTORS	
R.R. #2, HAM	ILTON, INDIANA 46742	
ter called "City," under and by virtue ntitled "An Act Concerning Municipand supplementary acts thereto, WITN Improvement Resolution No. 5960		all amendatory l agrees to im-
HANNA-CREIGHTON VII (1): Bowse Pontiac, ALTERNATE I: Woodbine	Pontiac to McKee; Holton - From Pontia	- From Creigh
oon a foundation and with curbing as od and workmanlike manner and to the	fully set out in the specifications hereinafter rele entire satisfaction of said City, in accordance ned hereto and by reference made a party to the said contains and the said contains a party to the said contains a par	ferred to, in a with Improve-
At the following prices:		pan w
Concrete Removal	Two dollars and twenty-five cents per square yard	2.2
Curb Removal	One dollar and twenty cents per lineal foot	1.20
4" Concrete Sidewalk	One dollar and forty cents per square foot	1.4
Wingwalk	One dollar and eighty cents per square foot	1.8
Structure Concrete for Steps	Ninety dollars and no cents per cubic yard	90.0
8" Concrete Drives	Eighteen dollars and no cents per square yard	18.0
6" Concrete Drives	Sixteen dollars and no cents per square yard	16.0
2' Curbface Walk	Three dollars and no cents per square foot	3.0
Curbface Walk	One dollar and sixty cents per square foot	1.6
Adjust Casting to Grade	Fifty dollars and no cents per each	50.0

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5966-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Aug. 1, 19 83 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date ., 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto. It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material. The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and mangerous places, and will use all due and proper precautions to prevent injury to any property, person d persons, what or whomsoever. That for and during the period of the making of such improvement, ad the period for which the same is to be maintained and kept in repair by the Contractor, the City all be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage. To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns. IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27 YODER & YODER CONCRETE CONTRACTORS ATTEST: Contractor, Party of the First Part. City of Fort Wayne, By and Through: ATTEST: Elean

Its Board of Public Works and Mayor.

Topsoil .	Seven dollars and fifty cents per ton	7.50
Seeding, Mulch & Fertilizer	No dollars and seventy cents per square yard	0.70
Tree Removal 12"	One hundred dollars and no cents per each	100.00
Tree Removal 24"	Two hundred and twenty-five dollars and no cents per each	225.00
Tree Removal 30"	Two hundred and fifty dollars and no cents per each	250.00
Tree Removal 36" and Up	Three hundred dollars and no cents per each	300.00
New 2" Tree (Planted)	One hundred and forty dollars and no cents per each	140.00
Asphalt Patching	No dollars and forty cents per lineal foot	0.40
Removal Signal Base	Thirty dollars and no cents per each	30.00
SUB TOTAL	One hundred and thirty-seven thousand six hundred and seventy-one dollars and eighty-five cents	\$137,671.85
ALTERNATE #1 (WOODBINE PL.)		
Concrete Removal	Two dollars and twenty-five cents per square yard	2.25
Curb Removal	One dollar and twenty cents per lineal foot	1.20
4" Concrete Sidewalk	One dollar and forty cents per square foot	1.40
6" Concrete Drive	Sixteen dollars and no cents per square yard	16.00
2' Curbface Walk	Three dollars and no cents per square foot	3.00
B Borrow	Five dollars and no cents per ton	5.00
Topsoil	Seven dollars and fifty cents per ton	7.50
Seeding, Mulch, Fertilizer	No dollars and seventy cents per square yard	0.70
Tree Removal 24"	Two hundred and twenty-five dollars and no cents per each	225.00

Asphalt Patching

No dollars and forty cents per lineal foot

0.40

ALTERNATE #1 SUB TOTAL

Sixteen thousand, five hundred and eighty-nine dollars and fifty-five cents

\$16,589.55

TOTAL

One hundred and fifty-four thousand,

two hundred and sixty-one dollars and forty cents

\$154,261.40

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we YODER & YODER CONCRETE CONTRACTORS
as Principal, and the AUTO OWNERS (MUTUAL) INSURANCE COMPANY
, a corporation organized under the laws of the
State of MICHIGAN , and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND FIFTY-FOUTHOUSAND, TWO HUNDRED AND SIXTY-ONE DOLLARS AND FORTY CENTS
(\$ 154,261.40), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that
WHEREAS, the Principal did on the
enter into a contract with the City of Fort Wayne to construct
Improvement Resolution No. 5966-83  To improve curbs and sidewalks where needed within the limits of the following streets HANNA-CREIGHTON VII (1): Bowser - From Creighton to Pontiac; Holton - From Creighton to Pontiac, ALTERNATE I: Woodbine - From Bowser to Holton, and OXFORD VIII (1): Bowser - From Pontiac to McKee, Holton - From Pontiac to McKee, Oliver - From Pontiac to McKee.
The state of the s
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at a cost of \$154,261.40-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

- That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
- 2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- 3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

YODER & YODER CONCRETE CONTRACTORS

(Contractor)

BY: Jerry

ITS: Pormers

ATTEST:

(Title) le

\*If signed by an agent, power of

attorney must be attached

AUTO OWNERS (MUTUAL) INSURANCE COMPANY

Surety

Authorized Agent

Authorized Agent DWAYNE W. KILGREN (Attorney-in-Fact)

ATTACH POWER OF ATTORNEY

## AUTO-OWNERS (MUTUAL) INSURANCE COMPANY.

	OF LANSING, MICHIGAN NO.	
LANSING, MICHIGAN, a Michigan C	POWER OF ATTORNEY RESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPAN of portation, having its principal office at Lansing, County of Eaton, State of Micradopted by the directors of the said Company on January 27, 1971, to win	higan.
"RESOLVED, That the President or a and authority to appoint Attorneys-in-Fa Company thereto, bonds and undertakin thereof Signatures of officers and seal of	any Vice President or Secretary or Assistant Secretary of the Company shall have act, and to authorize them to execute on behalf of the Company, and attach the sealings, recognizances, contracts of indemnity, and other writings obligatory in the of Company imprinted on such powers of attorney by facsimile shall have same for cers may at any time remove and revoke the authority of any such appoint	power of the nature ce and
	Marvin W. Clark, Dwayne W. Kilgren, Brenda K. Graham, Barbara J. Perry, jointly or severally	
	Marion, Indiana	
its true and lawful attorney(s)-in-fact.	to execute, seal and deliver for and on its behalf as surety, any and all bond of indemnity and other writings obligatory in the nature thereof.	ds and
	WITHOUT LIMITATIONS	
(MUTUAL) INSURANCE COMPANY	AT LANSING, MICHIGAN, as fully and amply, to all intents and purposes, as nowledged by its regularly elected officers at its principal office.	NERS if the
IN WITNESS WHEREOF, the AUTO	O-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN	N, has
	its corporate seal to be affixed by its authorized officer this	day, of
Artest .	O. Hormon	
Attest 16		
STATE OF EATON Secret	O. H. Marmon, President	
STATE OF MICHIGAN SS.		
COUNTY OF EATON	Trinking LOV	"Illin
On this 21st day of		4
personally known, who execute a cite pie	consequential and being by the duty sworth, said that he is his all	1
CONTRACTOR	designation with the countries of the co	ie s rai
by the authority and direction of the	te seal of said Company, and the said corporate seal and his said Corporation.	MINEL
	eunto set my hand, and affixed my official seal at Lansing, the d	OF .
written.	country thanks, and striked my official scal at Earlising, the distribution with	A COLUMN TO THE PARTY OF THE PA
.My commission expires March 8	said Corporation.  eunto set my hand, and affixed my official seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing, the distribution with the said to porate sear and his seal at Lansing	40-24
	Nancy Lou Smith	olic .
STATE OF MICHIGAN		
COUNTY OF EATON SS	1818 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0000
	The state of the s	1000
I. H. M. Tanner	Secretary of the AUTO-(S.C. RS (MUT)) G. MICHIGAN, do hereby certify that the foregoing is a true second of the AUTO-(S.C. RS).	0 7
	(Mutual) Insurance Company at Lansing, Michigan, and that I	CAM
the ORIGINAL on file in the Home Of	three of said Company, and that it is a correct transcript there.	S
said original, and that the said Power	of Attorney has not been revoked and is now in full for a sid ed-too.	
In WITNESS WHEREOF, I have he	ereunto subscribed my name as Secretary, and affixed the	4. 1110

Company at Lansing, Michigan, this

2941 (1-80)

H. M. Tanner

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
YODER & YODER CONCRETE CONTRACTORS
(Name of Contractor)
R.R. #2, HAMILTON, INDIANA 46742
(Address)
a PARTNERSHIP , hereinafter called Principal, (Corporation, Partnership or Individual)
and AMTO OWNERS (MUTUAL) INSURANCE COMPANY (Name of Surety)
and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND FIFTY-FOUR THOUSAND, TWO HUNDRED AND SIXTY-ONE DOLLARS AND FORTY CENTS
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the day of APRIL, 19_83_, for the construction of:  Improvement Resolution No. 5966-83 To improve curbs and sidewalks where needed within the limits of the following street HANNA-CREIGHTON VII (1): Bowser - From Creighton to Pontiac; Holton - From Creighton to Pontiac, ALTERNATE I: Woodbine - From Bowser to Holton, and OXFORD VIII (1): Bowser - From Pontiac to McKee, Holton - From Pontiac to McKee,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument	
parts, each one of which shall be de APRIL, 1983	(number) eemed an original, this 21th day of
(SEAL)	
ATTEST:	YODER & YODER CONCRETE CONTRACTORS
	Principal E. C. D.
(Principal) Secretary	BY Teny L. Vale
(Principal) Secretary	Partner
	(Title)
	RR#Z Homilton Pr.  (Address)
Of the Concert	(Address)
Witness as to Principal	
(Address)	
Houthen Sex 46742	Name of the second seco
Houllon Str 46/42	AUTO OWNERS (MUTUAL) INSURANCE COMPANY
	BY Swayne Regarder
	Attorney-in-Fact DWAYNE W. KILGREN
	(Authorized Agent)
	, O /
Britain Day	L'Unimite -
Witness as to Surety BARBARA J. PERRY	MARION, INDIANA 46952
Witness as to Surety BARBARA J. PERRY	(Address)
MARION, INDIANA 46952	
(Address)	

Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-05-22

	- 4				
	450				
	ANS				
	12 miles				
	AND DESCRIPTIONS				
- 1					<b>17</b>
	TO SHARE				7
	TO THE REAL PROPERTY.				/
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REPORT OF THE COM	MITTEE ON PUBLIC WORKS
WE, YOUR COMMITTEE ON Public Work	The second secon
ORDINANCE approving a contract by the Cit	ty of Fort Wayne by and through
its Board of Public Works and Yoder & Yoder	r Concrete Contractors, for Resolution
No. 5966-83, HANNA-CREIGHTON VII, Curb and	d Sidewalk Improvement
c c	
HAVE HAD SAID ORDINANCE UNDER CONSID	ERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID	ORDINANCE PASS.
SAMUEL J. TALARICO, CHAIRMAN	Samuel S. Talarie
	Mit Do
VICTURE L. SCRUGGS, VICE CHAIRMAN	Victori saringo,
MARK E. GiaQUINTA_	Mark Chrant
PAUL M. BURNS	land In Down.
ROY J. SCHOMBURG	Ms Whi
	Sandra F. Lennedy
Concurred in 6-14-83	Andra F. Lennea

Admn.	Appr.



DIGEST SHEET 183-05-22

TITLE OF ORDINANCE Contract for Curb & Sidewalk Improvement Res. #5966
TITLE OF ORDINANCE Contract for Curb & Sidewalk Improvement Res. #5966
DEPARTMENT REQUESTING ORDINANCE Board of Public Works
SYNOPSIS OF ORDINANCE Improvement #5966-83 is for improvements of
curbs & sidewalks where needed within the limits of the following
streets: HANNA-CREIGHTON VII (1): BOWSER: From Creighton to Pontiac
HOLTON - From Creighton to Pontiac:
ALTERNATE I - WOODBINE - From Bowser to Holton
ALTERNATE II - REED - From Pontiac to Creighton
OXFORD VIII (1): BOWSER - From Pontiac to McKee; HOLTON - from Pontia
to McKee: OLIVER - From Pontiac to McKee:
ALTERNATE III - COLERICK - From Gay to Smith PRIOR APPROVAL RECEIVED 3/21/83
EFFECT OF PASSAGE Improvement of Hanna-Creighton neighborhood.
EFFECT OF NON-PASSAGE
MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$154.261.40
ASSIGNED TO COMMITTEE (PRESIDENT)